

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Luis Acosta, on behalf of himself and all other similarly situated persons, known and unknown, Plaintiffs,

v.

El Ranchito Food, Inc., and Inaam Ayyash,
individually, Defendants.

1:15-cv-8942
Judge: Hon. Sara L. Ellis

PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT

Plaintiff Luis Acosta, through counsel, submits his Motion to Enforce and in support of this motion, states:

1. On October 13, 2015, Plaintiff filed a Complaint in the United States District Court for the Northern District of Illinois, Eastern Division (the "Court") against Defendants alleging violations of the Fair Labor Standards Act ("FLSA") and the Illinois Minimum Wage Law ("IMWL").
2. On April 12, 2016, the court entered an Order of Approval of Settlement and Order of Dismissal of Plaintiff's Claims [Dkt #21]. The Order stated that Plaintiff's claims were dismissed without prejudice, but would become with prejudice on June 30, 2016, absent a motion to enforce the Parties' settlement.
3. At this time, the terms of the Confidential Settlement Agreement and General Release (the "Agreement") (submitted to the Court for *in camera* review), have not been met in that all payments have not been paid by the Defendants.
4. Defendants claim that they inadvertently sent Plaintiffs check outside of the settlement agreement, and that those checks were cashed by Plaintiff. Thereafter, Defendants unilaterally subtracted those check amounts from the settlement amount per the Agreement.
5. Plaintiff denies ever receiving the checks Defendants allegedly sent him and therefore deny cashing them. Therefore, Defendants have not paid the full settlement amount per the Agreement.

to Plaintiff.

6. Plaintiff's counsel has been in contact with Defendants' counsel and is working on getting the issue resolved and exchanging documents. However, the parties require more time to see if they can resolve this issue without court intervention.
7. Currently, Plaintiff's claims are to be converted to dismissal with prejudice on June 30, 2016. Plaintiff requests that the Court continue that date for 30 days or to July 29, 2016, for the parties to complete and enforce all terms of the Agreement.
8. WHEREFORE, Plaintiff respectfully requests that this Court continue that date for 30 days or to July 29, 2016, for the parties to complete and enforce all terms of the Agreement.

Respectfully submitted,

s/ Susan Best

Susan Best
Consumer Law Group, LLC
6232 N. Pulaski, Suite 200
Chicago, IL 60646
Direct: 312-445-9662
sbest@yourclg.com